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BETH BACON: Do you want to just kick off or do you want me to?

RUSS WEINSTEIN: Yeah. Would you mind if kick off, Beth?

BETH BACON: I'd be over the moon.

RUSS WEINSTEIN: Okay. So we've been going at this for a while now. I guess we're coming up on if we haven't already passed the one year mark when we met face to face in Kobe all those days ago and had a couple of quick chats there and then started kind of breaking off. I wanted to level set with everyone where we are and what we think we're trying to accomplish because it seems it may not all be quite aligned and it's going to make it hard to finish if we don't know where we're going and where we are relative to consensus policy, do maybe a quick recap of substance but real brief there, and then just talk through how do we get to wherever end is and both in terms of substance and work format. I know we're all being pushed to million conference calls now. Maybe that was your norm already for those who are already used to working remote, but it has kind of ramped up on our end. Just trying to figure out how do we get from here to there as a group and how do we maintain momentum. Those are the three main areas I wanted to talk about. And also touch on where this work fits in now that EPDP Phase 2 continues to make

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progress, so we'll touch on that as well. Any concerns with that as an outline for today?

UNIDENTIFIED FEMALE: No, sounds great.

BETH BACON: That sounds good to me. Russ, I just want to say one thing if you don't mind. Firstly, Russ said we've been going at this for a while, but I also want to say thanks because I think this is one of the hardest things we've talked about. It's also a very pleasant group of which to do it and I think everyone has been trying to be flexible and understanding, so I appreciate that very much. I think that going through the items that we need is going to be helpful and we can pare that down. I think also, let's keep in mind again we can't just keep going round and round. So whatever we're doing now, we're not really moving ourselves forward so we have to either figure out exactly the very discreet list of things that we need clarity on or figure out a different way to talk about these things so that we can get the clarity we need on both sides. Because if this is going to be tied to the consensus policy and the IRT, then the time is becoming nigh. So I just want to keep that in mind for all of us.

RUSS WEINSTEIN: Thank you, Beth. Echo the sentiment about the [inaudible] group. It's definitely one of the more pleasant calls to be on a week to week basis relative to some of the other fun we do. I really appreciate everyone

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coming out with a positive attitude and a “we can figure it out, we just haven’t yet” attitude.

When we think about what we’re trying to accomplish here, I think what we agreed on was we’re trying to produce template agreements, and ICANN’s preference is for those template agreements to be effective based on the policy, no signing of the contract and still be binding to all the contracted parties. I think what we’ve heard from the contracted parties in recent months is there’s a preference for it to be a template or substantially similar type template in the policy. That will be the model and then it could be adjusted and/or executed as needed between contracted parties in ICANN. Let me pause there first. Any thoughts come back briefly on that?

BETH BACON:

Our main goal here is to get the Addendum – the Data Processing Agreement – drafted out to a place that we are comfortable with. I absolutely understand ICANN’s desire for it to be, I guess, relatively clean and simple, if you look at it one way, by just putting it in the consensus policy. If I’m speaking out of turn for anyone, just shout. The reason in my mind I think the contracted parties are focusing more on the substantially similar sort of template – and when we say template, it’s very substantially similar; in my mind, it would be very minor changes – and as well as to accommodate those folks that would need model contractual clauses and that sort of thing, so really very, very similar in a template form. It’s because in the end, if we need to make all these one-off changes or accommodate the needs from all contractual clauses, I’m not sure how you do that cleanly and it still

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remain a clean, easy process in that if we just attach it. So I think that's the idea. If ICANN definitely wants clean, simple, you don't want to sign a bunch of things, which is I appreciate that, but then from our side it doesn't feel clean and easy. It feels messy because we're going to have to have everything and it can just sink in there and then in some way be able to say, "My registry/registrar is not going to abide by certain things or isn't required to do certain things." It feels messy on our end. So I think that's the rub there. One method feels simple and clean to one party and not to the other. I will stop talking now.

RUSS WEINSTEIN:

Okay. Thanks, Beth. That's really helpful. I don't think we're adamantly opposed to any solution so I think we're all still working towards. The most important thing is getting to the actual substance. I think that one thing that's in our mind is when you talk about that there could be variability, I think as much as possible, we'd like to address that variability here in this group and try to define how to standardize that variability, kind of thinking about the new G based agreement, whether it's additional specs or variable versions of the specs, things like Spec 13 or Spec 12 that modify the standard agreement in such a way that it can apply to the appropriate situation. So I'm not saying that that has to fit into the execution or policy version work, but I think as much as we can – it's not the signing of the contracts that scares us, it's the concept of having to negotiate them with a lot of parties I think is much more intimidating to us and hard for us to envision working successfully.

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BETH BACON:

I think that's really helpful to know. So maybe if we think about it, if it is negotiating, because I think we share that [inaudible], if we do it in a template form, maybe if we could think about just creating one, two, or three template and say, "You have to choose these three," like we did with the RA/RAA Amendment, we said, "You can choose this and if you need model contractual clauses, you may add this text, If you need this, you may add this text." That way, it's not negotiating. It's just kind of a paint-by-number maybe, if I'm explaining it that well. I also see [inaudible] contracted party hands. Thank God, I can stop talking.

ALAN WOODS:

I'll jump in first. I completely understand and agree and thank you, Russ, as well for that. I think these are perfectly good logistical reasons and explanations, and I think this is very important for us to look at it. When you were saying that, my brain kind of went – it's going to be hard for us to come up with those elements that might be disparate. I was trying to think of some way, is there any kind of novel way in which we can do it, and then I reinvented the public comment in my head basically amongst the contracted parties. Because I genuinely think what Beth is saying makes sense, that we have these three templates, but I think these three templates could be very much up that we will have to ensure that anybody who has a very specific idea or a very specific necessary need to go into – and again, we're linking here to local requirements, local data protection laws – I really think that it's up to them, knowing that this process is going on at some point are given an opportunity to stand up and say, "This is my specific legal requirement," and then we put that into one of those templates. I think we have to do some sort of a hybrid model here where we can't have 500 separate individual different

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agreements because that is completely unworkable for you. I completely get that, but we do need to understand that we don't have the full range of expertise at this table. And I think from an ICANN point of view, it would be very helpful if people who have those specific legal requirements must bring them to us and say, "I need you to take this into account." It's trying to find that that way. I mean, ultimately I think that that has the right thing, that it might be a paint-by-numbers approach, but in order to inform the actual template in which we paint by, we're going to have to figure out some way in those saying, "This is your opportunity to bring these distinct, weird issues to us," not making more of a negotiation but more of an inclusion into those final templates. I hope that makes sense. It has been a long day. So, thank you.

RUSS WEINSTEIN:

Thanks. I see Matt with his hand up as well, too. Thanks, Alan.

MATTHEW CROSSMAN:

Hey, everybody. Yeah, I definitely support what Alan and Beth had said. Russ, thanks for that clarification. I just mainly flash back to the terms that we've worked on. In that process, I think we did, at least on our side, have some discussions about some provisions that we felt we would need to future-proof or build in appropriate language so that the thing that I think as the greatest challenge in terms of variability, which I think Alan flagged like local requirements in various jurisdictions, making sure that we had language in the template that was sufficiently flexible and future-proof so that it could incorporate those particular

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jurisdiction requirements, I'm thinking in particular, I think we had drafted a clause that made sure the definitions could change depending on what a person local jurisdiction was. So I think it's a bit of hybrid approach. I hate using that word because it's such a loaded term in the EPDP context. It's sort of a hybrid approach, I think. The stuff that Alan and Beth are suggesting where we think about what are others going to need and allowing for that sort of flexibility by having alternative terms, that I think we can also go back on our side and go through this agreement and figure out where there are some places where we could be clever with the drafting so that it does stand up to a bit of a broader interpretation or it could incorporate other requirements that people have based on their local jurisdictions. I think if we do that, those two things together, I think we might be able to achieve the goal that you're talking about, Russ. So just some thoughts. I'm welcome to hear any other comments or questions.

RUSS WEINSTEIN:

Thank you, Matt. I thank all three of you guys. I think we're heading down a good track here. I think from ICANN's standpoint, it would be really helpful for you as the contracted parties to work amongst your stakeholders and figure out both those paths, Matt, you suggested of (1) how can we make the base language as broad as possible and still mean something, and then (2) what are the various exceptions we can think of already and trying to get those baked in this group. If it's okay, I'll ask you guys to take that action.

Alan, I see your hand up.

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ALAN WOODS: Yeah, very quickly. I actually agree. I'm not saying anything against that. I just want to flag and I suppose it's more so from the point of view of ICANN, to be honest, that obviously we are representative and we don't cover everybody and there are of course people and companies out there who don't listen to us. God, I love them. What did they do with their lives? So I just want to make sure that we're keeping that mindful as well that we are not necessarily the full voice. Yes, we are representative, but from your point of view you want to make sure that you cover basically all the contracted parties that you have those contracts with, whereas we only cover a fraction of that, unfortunately, as much as we'd love to cover them all.

RUSS WEINSTEIN: Understood, Alan. I think, as you mentioned earlier, that's where the public comment step will come into play. So I think from our standpoint, we'll think about it in any way we reasonably can. Then if you guys can work with, because I think you guys are representatives of your stakeholder group at least, get alignment or ideas from your stakeholder groups and then we may have more work to do after public comment.

Beth, you had your hand up then put it down.

BETH BACON: I think that's a good next step and maybe that wraps our particular ... because I think that's a big one, it's the execution of the agreement. It's



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one thing we need to check off, so I think that's a big task that could get us to Sunrise solution. Then I was just going to say the other big task is to not just see execution but finalizing the actual text of the agreement. So if we can bundle those few tasks together, and as Matthew said, we can take it upon ourselves. I know that Jim Galvin – I don't know if he's on this call – in reaction to our last read-through of the document, has drafted out some security language. That could work as well. So we could revisit that document and make it our task to turn that around to you guys to take a look at and see if that would, A, help you get to a place where we could execute it, maybe not as part of the consensus policy, and then also get us towards agreeing on that language a little bit more. I think that would be a huge step forward.

RUSS WEINSTEIN:

Okay. I have one more question, I think. Hopefully this isn't a toxic one. Before we probably get to touching those agreements too much is I think ICANN is still a little confused as to ICANN is agreeing with whom on these [inaudible]. Is it one party or is it some triangle of parties that was talked about in recent meetings?

Sam, I see your hand up.

SAM DEMETRIOU:

Thanks. I put the hand up to fill the void. We're the lawyers on the call. Stop me if I go awry or astray. I think what we discovered when we reviewed a draft version of the terms that tried to cover all the parties was that things got messy and a little bit difficult to capture within properly. So I think what our thinking at this point is that ICANN would

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agree to the terms with each registry and then with each registrar so they would become two-party agreements.

RUSS WEINSTEIN: Thank you, Sam. Okay. That's very helpful. And I do remember that part of the conversation as well, but then we started talking about triangles and things, and we got a little confused. I do see two more hands. Or three ... or two more hands.

SAM DEMETRIOU: I hit the wrong button.

REG LEVY: Thanks. I think that's part of the conversation that we need to have. I still think that the agreements need to be with each of the contracted parties, it is possible that there might be the triangular third agreement that ICANN requires that registries have with registrars, although for the most part, most registries and registrars that care have already created those agreements. I'd also like to make sure that ICANN has that agreement with the data escrow parties.

BETH BACON: I just put my hand up. Reg, can I ask you a clarifying question?

REG LEVY: Please.

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BETH BACON: I think ICANN does need agreements with data escrow providers to the extent they have to do [inaudible] and that sort of fun stuff. But I also just want to clarify that that's not part of this agreement. I mean, that's the set of agreements but for this particular one, I think we're still talking about seeing the Data Processing Agreement between ICANN and the registrar, ICANN and the registry because we have the Registry/Registrar Agreement, and that already has the Addendum. If people haven't done it then they're probably in trouble with ICANN Compliance. But I just wanted to –

REG LEVY: One would help.

BETH BACON: Yeah. I just wanted to clarify we're talking about – when you say data escrow, that's ICANN and the escrow issue. We as a registry would like to have escrow agreement but that's a vendor relationship, so I just want to clarify that.

REG LEVY: Right. My relationship with Iron Mountain or DENIC is my own issue, but ICANN's relationship with DENIC I don't think would be seen by us as valid if there was not a Data Protection Agreement in place. But that is, as you say, not the topic of conversation here.

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BETH BACON: Things on the list. I mean, we have the list of agreements but not yet, for sure. That's one on the list but I was just wondering about this. Thank you.

REG LEVY: Absolutely.

RUSS WEINSTEIN: Okay. That's helpful. I think what we have heard is there are two-party agreements, which is helpful. Whether they're not totally getting rid of the ICANN preference one here but whether it would be that way or executed versions, we're still talking about they'd be written in such a way that it would be ICANN to one contracted party. Very, very helpful.

And with that, I think yes, Beth, if the CPH can take that action item to (1) look at the agreements as Matt described, how can we make the existing language applicable as broadly as possible and (2) can the CPH team amongst their stakeholder groups identify circumstances that would cause variation and trying to think through what those are and identify them for ICANN. Then we can work through solutions. Beth, a hand?

BETH BACON: Yeah. I'm just agreeing. I think that sounds good. If anybody in the contracted parties thinks it's a terrible idea, please raise your hand. But I think that's very doable and I think it was a good suggestion, so we'll take that action. We just did a couple of short meetings, so we only have a few minutes left. I would like to volunteer us to have that drafted

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out by our next meeting, which is this coming Friday. Again, if you're all just throwing up in your mouth a little bit, please shout at me. But I think that that's doable. It doesn't have to be perfect. It just has to be showing what we're doing now, something to discuss, substance to discuss.

But I think we should also talk about timeline in our meetings going forward. Russ, I know it's something you want to talk about. Do you want to do shorter 30 minutes? Do we want to do with concrete things to review? Where do we want to do our long meetings if we can find the time? I know it's hard because everything is happening online now. Or does someone have an alternate solution. We also need to discuss, what is our actual endpoint? When do we need to have this finished by? And I'll walk back from there, because this is tied to the consensus policy and the IRT as well.

RUSS WEINSTEIN:

Right. Thank you, Beth. If you guys have something next week, that would be really cool. But I think that something you guys have to be able to align on, is that really doable? We know, everyone, this is part of your jobs and there's a lot of other things more important than your job is going on right now too that point people in a lot of directions.

Timeline in general I think the ICANN IRT and IPT are still trying to sort through how do we get to public comment. Dennis has shared in any permutation of the work to be done, this is still on critical path. I think, Beth, your point is well taken that we do have to think through how do we get there and when is the deadline. I don't think we have crisp

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deadline yet. I think it's kind of incumbent on this group to try and figure out what is the time we think we need that can help feed into the consensus policy work. And as Dennis and team churn through the milestones, they'll communicate with us if there's a date where we're clearly shooting for. I think we're still working on that internally based on the work we're looking at.

Beth and Sam, before the ICANN meeting, we've been talking with the CPH about prioritization of work between ICANN and the contracted parties. Donna – I don't know if she shared it with you guys – had been suggesting maybe we need to look at different ways of working. I think one of those was going to be face to face, but obviously that's out for foreseeable future. So we could do weekly meetings.

Another thing, it would be really challenging I know in everyone's schedule, but if we think we're at a point where we just need to have a lot of discussion, and I'm not sure we're there yet. Maybe it would be productive to meet multiple times in a week, but I don't think we're there yet, like I said, in lieu of trying to lose the momentum from week to week. That's my only concern. But if we're in a place where there's really homework to do between meetings, I think weekly is probably the most frequent we could meet.

Sorry, that was a ramble. Beth then Sam.

BETH BACON:

Sam was first. But I was typing in the chat but I'll take it out. I think we should keep the 30-minute slot we have. If this time works for folks, I know it's a little late for – if you're Alan, basically just Alan. But if we

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could find a spot on a Thursday or Friday, that works, and keep the 30 minutes on there for a momentum. Then when, as you say, has something to discuss, we can do a one-off that's longer and do a doodle and figure out when that can be. Sorry, Sam. I saw her hand's up first.

SAM DEMETRIOU:

No problem at all. I just obviously had trouble finding my mute button again. I had put my hand up to comment on something, Russ, that you said at the beginning of this last piece about the timeline in general and us understanding how long things take. I just wanted to offer the thought that I think this work effort is ... particularly abstracting and hard to grasp for our members who aren't really plugged into this particular issue and at least speaking for the registries, that's a lot for our members. So I would suggest that the way we order things is that we ... We talked here today about getting some templates done, a couple different versions based on what we anticipate are the needs of the different kind of registries we can think of and then obviously on the registrars side as well. I think maybe if we try to take that as far as we can and then bring it to our stakeholder groups and explain everything that we've been working on and then that way we actually have documents for them to look at, something for them to touch and feel, if you will. Then do that consultation process to see, is there anything missing? Does your registry or registrar have any needs that we have not anticipated order things that way? I think the benefit of ordering things that way is that it allows us to set an interim deadline for ourselves of getting those done but doesn't have to factor in, you know, you gave people two weeks to review and then someone came in at Day 13 and it was like, "Oh, I didn't have the chance. I need two more

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weeks,” or “My my lawyers want to look at this and they're not done yet.” That would be maybe my first suggestion is that we start with an interim milestone that’s not eight months from now.

Then to your point about maintaining momentum and how long we meet, how frequently we meet, I like the idea of keeping a weekly touch point that can be cancelled if we have homework that just isn't quite done. I think the duration really depends on the work we need to do, so the last time we all met, we started talking through the matrix, I think if we’re going to need to do that, that would benefit from a larger block of time, maybe like 90 minutes or whatever people can commit to.

These are just a couple of thoughts on some of the points you raised, but I’m happy to hear from others.

RUSS WEINSTEIN:

Alan, I see your hand’s up.

ALAN WOODS:

Yeah, thanks. I think we can have a discussion. There’s no point in having a back-and-forth on that at the moment. From my point of view, I think we don’t already work on having that template put together. I like Sam’s idea that once everything is formal, finalized, and [short of] then obviously we’ll have to have a proper legal ... like you have your lawyers vet this within an [inaudible], but at the moment I think we have that template and I think we all agreed that the elements that are within the template are generally in the ballpark of the things that we’ve covered. I personally find that it might be helpful for us to send



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maybe that to our stakeholder group and just say, “Look guys, this is where we’re thinking. This is where we’re at. It’s not final, but is there any glaring the obvious things that you individually as a registry in this particular area or you as a registrar in this particular jurisdiction that you can find as missing?” From that, we can get a good indicator of those weird things that we’re possibly quite possibly imagining. Don’t get me wrong. As much as I’d love to be the bit know-it-all of the world, I am not. I think it might be easier just to get a good indicator at the beginning as to whether or not there’s anything missing, anything that could be a very good starting point for us. But again, let’s talk about that. We can talk about this without having people on the phone on a Friday. But that was my initial thought.

RUSS WEINSTEIN:

Beth, back to you. Thank you.

BETH BACON:

I think one of the CPH – we’ll look back internally, just figure out what schedule we want to go with, but right now I think there’s consensus to keep the 30 minutes on. We can cancel it as Sam says, if we don’t need it. I do agree we’re going to need bigger blocks of time for when we dive back into the chart. I do think, my one thing, I know that we’re a couple of minutes over now and I don’t want to keep you. So we’ll take the action to the templates and then talk about the timeline and get back to ICANN on what makes sense for us.

Then also I would ask that ICANN maybe take a look at the template because it was empty. I mean, it would be really helpful for contracted

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parties. This is one where the clarity is maybe not going both ways. If ICANN could go in and put what you think your role is – and please keep in mind, we would not take this as written in stone or binding or anything. It's purely just so we can understand where your heads are with regards to roles and responsibilities in that chart. So I think that might be really helpful to, once we have a template, getting us to have that backup information and have that ... because it is what it is. It's a resource. I think it's really actually pretty great work. But understanding where ICANN's head is and where you guys are willing to say you're this, this, or this, I think that would be really helpful. Because we did that the first time and then we realized it was going to be difficult so we took all of it out then contracted parties started putting it back in. But I think it would be really helpful if we could know where ICANN's head is on those. Again, we would not take it as any sort of last word, even the first words. The draftiest of drafts, if that makes you guys more comfortable. Thanks.

RUSS WEINSTEIN:

Thanks, Beth. In terms of meeting cadence, I totally agree with the things you guys talked about and we're aligned there I think, so we'll keep these short 30-minute Friday check-ins and then as substance develops, we can figure out if we need longer meetings and always can cancel these if there's nothing to talk about.

Beth, you're talking about the spreadsheet now. I guess it would be helpful for us to understand. Last time I think our last meeting was walking through that spreadsheet and getting the perspectives from the contracted parties. But if I recall, you mentioned or someone had

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mentioned on the call that your own group here hadn't yet totally vetted that, so it would be helpful to understand how aligned you guys are on that. And then maybe if you could also resurface which version you were working to that you want us to work to. Just feel like version control is becoming a bit of a challenge.

BETH BACON:

All right, when I send around, I think I took the October version, and then we started hacking at it – not hacking at it, adding to it because it was good. So I can send that link around and it can be our new current version to discuss. But I think first, let's focus on the templates and then we can consider it gently, as you guys say. I think that's a good way to go. I'll just take that as an action to send it around to this group, if that's helpful.

RUSS WEINSTEIN:

Okay. Then there was one last document that we had provided in maybe early February, which was the controllership test and trying to align on, do we agree with how we're going to determine controllership. We had conversations that started out, something that was really fruitful work to do because it will help us arbitrate some of these conversations but one we have opposing views. Where does that fit in? I think we put a good amount of work into that and I want to understand where you guys see that.

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BETH BACON:

I think that parts of the memo are useful, parts are confusing because it's kind of abstracting discretionary of the – these are the different parts of GDPR and this is one test based on a certain interpretation. For me, and this is just my own thought process, I do better when I understand if ICANN says, "We think that we are controllers or joint controllers or processors in these particular steps," it's easier for me to have a conversation where we're actually talking about something as opposed to talking about the test that might result in that outcome. I'm just saying words right now and I don't really have an answer but I do think that we have good discussions but they ended up being very ... I feel like they're very academic and not getting us the solution. So maybe something simplified from that memo might be helpful, more streamlined. I'm not sure.

I see Alan's hand up.

ALAN WOODS:

To be honest, I'm not going to add very much to what Beth is saying there. I think the key thing that from my point of view is that document is academic, more than anything, and I think what we need to focus on because we're in the nitty-gritty here, I think we can have it in the background. I understand where you're coming from on that one, but I think we need to look at it from literally what we're doing in the data processing actions as from a factual point of view to actually bring it down to the brass tacks, what are the nuts and bolts here, where does it come from, who does it come from. I don't know if we need a high-level document such as that in order to guide a test in every instance. I appreciate the amount of work that went into it but I think that we

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would probably get further by literally just discussing it as we go along and be frank in our assessment about each of these data processing actions. So it is there, it is good as an understanding of the concept. But my personal preference would be just continue down the road that we're on and just look at it again as the way that the DPA would, not from our academic point of view but from the facts of the relationships and how they arise. That's where I would think myself.

RUSS WEINSTEIN:

Okay. Thank you. That's really helpful. What I'm hearing is let's focus on both the spreadsheet and the agreements themselves. And when we're ready to have the conversation about the spreadsheet, we can both talk through the tests in the context of that memo as it applies and understand it. It's a bit academic from your perspective.

Okay. I think with that, we had some clear action items, which is helpful. Beth, you're going to re-circulate the spreadsheet, and also if you can help clarify how aligned you are all on it. When circulating it, that would be good to understand. Then you guys, we're going to think through the variability and broadness of the language and the different circumstances that registries or registrars might find themselves in that would require distinct language. Then ICANN will take another look through the spreadsheet that you guys have sent out and think through potential roles we could play, gently consider as Alan said. I think that wraps up those action items. Did I miss any?

BETH BACON:

I think that's great.

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RUSS WEINSTEIN: Okay. Before we go, again I just want to thank everyone for being on the call and the really productive and positive conversations we're having about this. A lot of scary stuff going on in the world right now and I hope everyone's family is okay and everyone's loved ones are okay. Please keep us informed if that changes. Our hearts go out to those that does. Stay safe.

Any last words, Beth? Otherwise, we can give people their weekends.

BETH BACON: No. Thanks so much to everybody. I've been ending I think every conference call with, I hope you guys are safe and wash your hands.

RUSS WEINSTEIN: Well said. Good advice. All right, take care, everybody.

ALAN WOODS: Have a great weekend.

UNIDENTIFIED FEMALE: Thanks. Bye, everyone.

SUE SCHULER: Julie, we can end the recording.

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